

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between Magnolia Stone (d/b/a AshleyMadison Agency), a Canadian corporation, on one hand, and InfoStream Group Inc., a Nevada corporation, located at 297 Kingsbury Grade, Suite D, Box 4470, Lake Tahoe 89449-4470 on the other hand.

WHEREAS, the parties hereto desire to exchange or use confidential information regarding their respective businesses and,

WHEREAS, the parties hereto further desire to encourage a free exchange of information and ideas among themselves for the purpose of facilitating cooperation and expansion among their respective businesses and concerns.

IT IS THEREFORE AGREED THAT:

1. DEFINITIONS.

a. **PARTY** or **PARTIES** includes the person or persons, natural or otherwise, its, his, her or their successors, assigns, heirs, subsidiaries, divisions, affiliates, employers, employees, agents, independent contractors, consultants or any entities over which it, he, she or they directly or indirectly control, executing this Agreement.

b. **CONFIDENTIAL INFORMATION** includes, but is not limited to, any information, technical data, trade secrets, computer programs and processes, design and engineering of websites, or know-how, including, without limitation, that which relates to research, products, services, customers, markets, processes, marketing or finances, and business contacts that is not generally known within the given industry of the **PARTIES** or by the public. (Business contacts includes, but is not limited to, names, addresses, telephone, facsimile or telex numbers, customer lists, and contacts of banks, lending institutions, corporations, organizations, individual or group of individuals, lenders or borrowers, brokers, buyers or sellers, investors or their agents, credit agencies, investment companies or any development or investment projects or opportunities.) The parties further agree and understand that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of the parties or of others who were under confidentiality obligations as to the item or items involved.

c. **DISCLOSING PARTY** refers to the person conveying **CONFIDENTIAL INFORMATION** to another **PARTY** subject to this Agreement.

d. **DOCUMENTS** means any writings and includes the originals (and copies) of handwriting, typewriting, printing, photocopying, photographing, and any other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.

2. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** The **PARTIES** jointly and separately, agree to hold all **CONFIDENTIAL INFORMATION** obtained as a result of this Agreement in trust and confidence and agree that it shall be used only for the contemplated purposes herein, and shall not be used for any other purposes or disclosed to any third **PARTY** without the express written consent of the **DISCLOSING PARTY**. This Agreement shall be retroactive to any **CONFIDENTIAL INFORMATION** provided on or after April 5, 2007.

3. **NON-USE OF CONFIDENTIAL INFORMATION.** Subject to further separate written agreement between the **PARTIES** hereto, no **CONFIDENTIAL INFORMATION** shall be used directly or indirectly to produce, distribute, sell, buy, manufacture and/or market any products, goods and/or services, including web page design or engineering. In the event that a **PARTY** uses **CONFIDENTIAL INFORMATION** in violation of this provision, the **DISCLOSING PARTY** shall be entitled to damages, which may include, but are not limited to, a reasonable royalty, commission, income stream from copyrights or other form of compensation, based upon the net cost of the products, goods and/or services produced, distributed, sold, bought manufactured and/or marketed.

4. **EXPIRATION OF AGREEMENT.** This Agreement shall expire three (3) years after its execution and is to be applied to any and all transactions, goods or services entertained or contemplated by the **PARTIES**, including, but not limited to, any initial,

Non-Disclosure Agreement

Page 2 of 3

subsequent, repeat, extended or renegotiated transactions or dealings, regardless of the success of such project, extending beyond the termination of this Agreement.

5. RETURN OR DESTRUCTION OF DOCUMENTS. Upon termination of this Agreement, or upon demand by any **DISCLOSING PARTY**, all **DOCUMENTS** belonging to that **DISCLOSING PARTY** shall be returned or destroyed.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION. The **PARTIES** to this Agreement hereto acknowledge and agree that all **CONFIDENTIAL INFORMATION** and its related **DOCUMENTS** shall be owned solely by the **DISCLOSING PARTY** and that the unauthorized disclosure or use of such **CONFIDENTIAL INFORMATION** and the related **DOCUMENTS** will cause irreparable harm and significant injury or damage which will be difficult to ascertain. Accordingly, the **PARTIES** agree that the **DISCLOSING PARTY** shall have the right to seek an immediate legal or equitable relief, injunctive or otherwise, based upon any breach of this Agreement.

7. LIMITED RIGHTS TO CONFIDENTIAL INFORMATION. The **PARTIES** recognize and agree that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any **CONFIDENTIAL INFORMATION** disclosed pursuant to this Agreement.

8. DISCLOSURE TO THIRD PARTIES. The **PARTIES** shall not disclose the **CONFIDENTIAL INFORMATION** to third **PARTIES** without the written consent of the other **PARTY**.

9. NON-ASSIGNABILITY OF AGREEMENT. This Agreement may not be assigned without the written consent by the other **PARTY** or **PARTIES**; provided, such consent shall not be unreasonably withheld.

10. ARBITRATION OF ROYALTY, COMMISSION OR OTHER FORM OF COMPENSATION; ELECTION TO ARBITRATE. If the **PARTIES** seek to determine the amount of reasonable royalties, commissions or other forms of compensation as provided in paragraph 3 of this Agreement, the **PARTIES** shall have the amount determined by an arbitrator (or arbitrators) pursuant to guidelines set forth by the American Arbitration Association. The **PARTIES** may also elect to have any other dispute based upon this Agreement arbitrated. If the matter is arbitrated, each **PARTY** shall bear its, his, her or their own attorneys fees and costs.

11. ATTORNEYS FEES AND COSTS. If any action at law or in equity, including an action for declaratory relief or injunctive relief, but not including arbitration as provided in paragraph 10, is brought to enforce or interpret the terms of this Agreement, the prevailing **PARTY** shall be entitled to reasonable attorneys fees, costs, and necessary disbursements in addition to any other relief to which it, he, she or they may be entitled.

12. CHOICE OF LAW AND FORUM. This Agreement shall be governed by and construed under the laws of the Province of Ontario. Any such actions, including arbitration, shall take place in the City of Toronto in the Province of Ontario.

13. MERGER. This Agreement represents the entire understanding between the **PARTIES** with respect to the subject matter hereof and supersedes all previous understandings, written, oral or implied. This Agreement may only be amended with the written consent of the **PARTIES**, and no oral waiver or amendment shall be effective under any circumstances.

14. SEVERABILITY OF AGREEMENT. If one or more provisions of this Agreement is held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

15. COUNTERPART(S). This agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the **PARTIES** and delivered to the other **PARTIES**.

16. AGREEMENT BINDING. This Agreement shall be binding upon the **PARTIES**, their assigns, successors, and/or heirs. This Agreement shall also be binding upon the parties' relationship as it relates to SeekingArrangement, or any other entity owned by the Company.

BN

Non-Disclosure Agreement

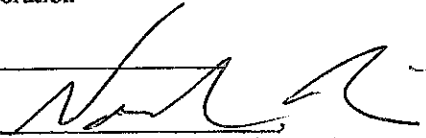
Page 3 of 3

17. **HEADINGS.** The headings and other captions used in this Agreement are for the convenience and ease of reference only and shall not be used in interpreting, constructing and/or enforcing any of the provisions of this Agreement.

THE ABOVE TERMS AND PROVISIONS HAVE BEEN READ, UNDERSTOOD AND AGREED UPON:

Madison Stone (d/b/a AshleyMadison Agency), a Canadian corporation

Dated: 4/12/07

By: 

Noel Biderman, Chief Operating Officer

Address and Telephone Number:

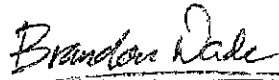
2300 Yonge Street, suite 1906

Toronto, Canada M4P-1E4

(416) 709-6635

InfoStream Group Inc., a Nevada corporation

Dated: 4/7/2007



By: Brandon Wade, Chief Operating Officer

MEMORY TRANSMISSION REPORT

TIME : APR-16-2007 08:51
TEL NUMBER1 : +8888982766
TEL NUMBER2 :
NAME : COURTESY SUPPORT TEAM

FILE NUMBER : 879
DATE : APR-16 08:49
TO : 918663732281
DOCUMENT PAGES : 003
START TIME : APR-16 08:50
END TIME : APR-16 08:51
SENT PAGES : 003
STATUS : OK

FILE NUMBER : 879
Apr 07 07 06:00/8 Lead vvey

*** SUCCESSFUL TX NOTICE ***

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between Magnolia Stone (d/b/a AshleyMadison Agency), a Canadian corporation, on one hand, and InfoStream Group Inc., a Nevada corporation, located at 297 Kingsbury Grade, Suite D, Box 4470, Lake Tahoe 89449-4470 on the other hand.

WHEREAS, the parties hereto desire to exchange or use confidential information regarding their respective businesses and,

WHEREAS, the parties hereto further desire to encourage a free exchange of information and ideas among themselves for the purpose of facilitating cooperation and expansion among their respective businesses and concerns.

IT IS THEREFORE AGREED THAT:

1. DEFINITIONS.

a. **PARTY** or **PARTIES** includes the person or persons, natural or otherwise, its, his, her or their successors, assigns, heirs, subsidiaries, divisions, affiliates, employers, employees, agents, independent contractors, consultants or any entities over which it, he, she or they directly or indirectly control, executing this Agreement.

b. **CONFIDENTIAL INFORMATION** includes, but is not limited to, any information, technical data, trade secrets, computer programs and processes, design and engineering of websites, or know-how, including, without limitation, that which relates to research, products, services, customers, markets, processes, marketing or finances, and business contacts that is not generally known within the given industry of the **PARTIES** or by the public. (Business contacts includes, but is not limited to, names, addresses, telephone, facsimile or telex numbers, customer lists, and contacts of banks, lending institutions, corporations, organizations, individual or group of individuals, lenders or borrowers, brokers, buyers or sellers, investors or their agents, credit agencies, investment companies or any development or investment projects or opportunities.) The parties further agree and understand that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of the parties or of others who were under confidentiality obligations as to the item or items involved.

c. **DISCLOSING PARTY** refers to the person conveying **CONFIDENTIAL INFORMATION** to another **PARTY** subject to this Agreement.

d. **DOCUMENTS** means any writings and includes the originals (and copies) of handwriting, typewriting, printing, photocopying, photographing, and any other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.

2. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** The **PARTIES** jointly and separately, agree to hold all **CONFIDENTIAL INFORMATION** obtained as a result of this Agreement in trust and confidence and agree that it shall be used only for the contemplated purposes herein, and shall not be used for any other purposes or disclosed to any third **PARTY** without the express written consent of the **DISCLOSING PARTY**. This Agreement shall be retroactive to any **CONFIDENTIAL INFORMATION** provided on or after April 5, 2007.

3. **NON-USE OF CONFIDENTIAL INFORMATION.** Subject to further separate written agreement between the **PARTIES** hereto, no **CONFIDENTIAL INFORMATION** shall be used directly or indirectly to produce, distribute, sell, buy, manufacture and/or market any products, goods and/or services, including web page design or engineering. In the event that a **PARTY** uses **CONFIDENTIAL INFORMATION** in violation of this provision, the **DISCLOSING PARTY** shall be entitled to damages, which may include, but are not limited to, a reasonable royalty, commission, income stream from copyrights or other form of compensation, based upon the net cost of the products, goods and/or services produced, distributed, sold, bought manufactured and/or marketed.

4. **EXPIRATION OF AGREEMENT.** This Agreement shall expire three (3) years after its execution and is to be applied to any and all transactions, goods or services entertained or contemplated by the **PARTIES**, including, but not limited to, any initial,

PH

The AshleyMadison Agency Limited
2300 Yonge Street, Suite 1906
Toronto, ON M4P 1E4

May 4th, 2007

Attention: Lead Wey

Dear Sir:

In connection with our recent conversations, The AshleyMadison Agency Limited (the "**Company**") is pleased to confirm its interest in negotiating an asset or share purchase agreement (the "**Definitive Agreement**") to acquire either certain assets of SeekingArrangement.com and SeekingMillionaire.com, websites and domains owned whole or in part by Tjoei Lie Oei & Kim Long Wey - citizens of Singapore, in addition to any entities/corporations incorporated under the laws of Nevada which service said domains ("**SeekingArrangement**") or all of the outstanding stock of SeekingArrangement, such definitive agreement to be negotiated between the parties at a later date. The essential terms and basis of the Definitive Agreement are set out below in this Letter of Intent. This Letter of Intent is intended to be and will be construed only as an expression of the parties' interest and, except as set forth in the provisions of paragraphs 6, 7, 8 and 9 below is not intended to be legally binding on either party or to be interpreted as an agreement nor as a binding offer to purchase or sell. Except as otherwise provided in the provisions in paragraphs 6, 7, 8 and 9 below, all rights and obligations of the Company and SeekingArrangement remain to be defined in the Definitive Agreement. The date of closing ("**Closing Date**") remains to be negotiated in good faith between the parties at a later date. The following numbered paragraphs are not to be interpreted as constituting a complete statement of the terms by either the Company or SeekingArrangement:

1. Business Valuation. One Million Two Hundred Thousand dollars (US \$1,200,000.00) for all of the assets or all of the outstanding stock of SeekingArrangement.com
2. Due Diligence; Closing. This Letter of Intent is being executed by the parties hereto with the knowledge and understanding that the Company shall be conducting its due diligence investigation of SeekingArrangement, and SeekingArrangement's books, records, customers, personnel, reputation and any and all matters with which a prudent business person would be concerned. The due diligence period shall be one hundred and twenty (120) days from the date this Letter of Intent is executed by all parties, subject to extension by thirty (30) days at the sole option of the Company on or before which relevant date either party may notify the other of its intent to, or its election not to, proceed with the share purchase or the asset purchase transaction.
3. Definitive Agreements. The Company and SeekingArrangement will negotiate the terms and conditions of the Definitive Agreements and ancillary

documentation in good faith. The Definitive Agreements shall be satisfactory in form and substance to the parties thereto and their respective counsel.

4. Employment Agreements. The Company will enter into a separate employment and or consulting contract ("**Employment Agreement**") with Mr. Lead Wey the terms of which will be negotiated at a later date between the parties thereto, and with such Employment Agreements to contain standard confidentiality and non-compete provisions, as would be customary for agreements of that nature.
5. Third Party Consents. Prior to the Closing Date, SeekingArrangement shall use commercially reasonable efforts to obtain all material third party contract consents that would be required by the terms of such contracts in order to consummate the transactions required under the Definitive Agreement, provided that receipt of such consents will be a condition to closing unless waived by the Company.
6. Confidentiality. Each party acknowledges that the proposed transaction, as well as the information to be investigated with respect to this Letter of Intent and the proposed transaction, is highly sensitive, confidential and proprietary information. Each party shall keep the existence and subject matter of this Letter of Intent, as well as any and all information gathered in connection with the investigation and due diligence to be conducted hereunder, strictly confidential. "Strictly confidential" shall mean, for the purposes hereof, that (a) neither party shall use, exploit or otherwise appropriate the confidential or proprietary information, or any other information which it naturally derives or extracts therefrom, except in the course of analyzing whether or not to pursue the proposed transaction, and (b) the parties shall not disclose any of the confidential or proprietary information gathered in connection with the due diligence investigation conducted hereunder to any third parties other than the specific employees, consultants, attorneys, advisors or accountants engaged to assist in the due diligence investigation hereunder, limited in all respects to applicable law or an order of any court or other tribunal of competent jurisdiction ordering the disclosure of such confidential information. As used herein, "confidential and proprietary information" shall mean trade secrets and that information which a prudent business person would deem to be of such sensitive nature that its unauthorized dissemination would cause material harm. Nothing shall be deemed to treat as confidential or proprietary any information which is obtainable in the public domain, or is otherwise general public knowledge or knowledge readily accessible within the marketplace in which the parties hereto conduct their business. The Company may distribute a press release announcing the transaction at its own and sole discretion, in accordance with the terms of this Paragraph 6.
7. Representations and Warranties. SeekingArrangement represents and warrants that as of the date hereof (i) it is not a party to any other currently operative letter of intent or agreement regarding a transaction similar to that contemplated hereby, or a transaction involving a sale of the outstanding or newly issued stock or any portion of the assets of SeekingArrangement or any subsidiary of

SeekingArrangement and (ii) the execution and delivery of this Letter of Intent will not violate or result in any violation of, or be in conflict with or constitute a default under, or require the consent of any person under, any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to it, him or her or its, his or her assets. SeekingArrangement hereby agrees to indemnify and hold the Company and its subsidiaries, officers, directors, members, managers, employees and shareholders (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, costs, damages, claims and expenses, including without limitation attorneys' fees, court costs and disbursements, and the costs of investigation, settlement and defence, which any of the Indemnified Parties may sustain at any time by reason of or arising out of a breach of any of the foregoing representations and warranties.

8. No Shop Clause. For the period commencing on the date of each of the parties acceptance of this Letter of Intent, and ending on one hundred and twenty (120), days none of Lead Wey, SeekingArrangement or any of SeekingArrangement' affiliates, will, (i) directly or indirectly, through any representatives or otherwise, sell or enter into any agreement regarding the sale or exchange of the outstanding or newly issued stock (other than upon exercise of outstanding options) or the assets of SeekingArrangement or any subsidiary of SeekingArrangement, solicit, initiate or entertain the submission of proposals or offers from any person, firm or entity relating to the sale of all or a portion of the stock or assets of SeekingArrangement or any subsidiary of SeekingArrangement, or participate in any discussion or any negotiations regarding, or furnish to any other person, firm or entity any information with respect to, or otherwise cooperate in any way or assist, facilitate, or encourage the activities proscribed above by any person, firm or entity, (ii) act so as to make it impossible to perform the transactions required under the Definitive Agreement or (iii) cause or permit SeekingArrangement to enter into discussions or negotiations with or furnish any information to any person or entity (other than the Company) in any way relating to or with a view towards a sale of any of the share (either presently issued or to be issued except upon exercise of outstanding options), property or assets of SeekingArrangement. SeekingArrangement will notify the Company in writing of any indication of interest in purchasing SeekingArrangement, or any portion thereof, by any third party within 24-hours of receipt of any such offer (whether written or verbal). The parties agree that, in the event of a breach of this provision, the Company shall be irreparably damaged in an amount that cannot be ascertained. Therefore, in the event of such breach, the Company shall be entitled to receive injunctive relief without having to post bond, in addition to any other available remedies, including other equitable relief, monetary damages and the reimbursement of expenses provided for below.
9. Expenses. Each party shall bear its own expenses relative to the actions taken in connection with this Letter of Intent. Notwithstanding the foregoing, in the event of any dispute under this Letter of Intent, the non-prevailing party in such dispute shall reimburse the prevailing party for any reasonable out-of-pocket costs or

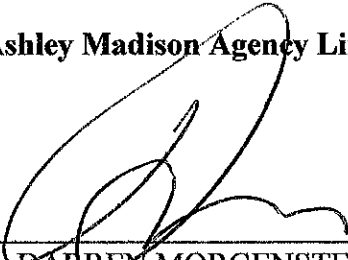
expenses, including reasonable attorney's fees, incurred in connection with such dispute.

10. Conduct of Business. SeekingArrangement and Lead Wey each agree that from the date of their acceptance of this Letter of Intent until the termination of this Letter of Intent, SeekingArrangement shall continue to conduct its business in the ordinary course consistent with its past practices and in accordance with its business plans as presented to the Company.

This letter is understood to be the Letter of Intent between the parties and is dated as of the date first above written.

Yours truly,

The Ashley Madison Agency Limited



Name: ~~DARREN~~ MORGENSTERN

Title: President

I have the authority to bind the Corporation.

Accepted and Agreed to as of May 3rd _____, 2007.

SEEKINGARRANGEMENT.com & SeekingMillionaire.com

Name: LEAD WEY

Title: Owner

I have the authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED)

in the presence of)

Witness)

LEAD WEY)